

Total  
annual  
300 x 6 = 1800

Together = \$2400 Pa  $\Rightarrow$  \$200 PM  
now \$540 (every month)

## WEST COAST ELEVATOR, LLC

Contractor's License: WESTCCE92365

EVERY OTHER MONTH

### ELEVATOR MAINTENANCE AGREEMENT

(O&G)

TO: Rainer Commons, LLC  
3317 3<sup>rd</sup> Avenue Suite #200  
Seattle, WA 98134-1933

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(herein after called you or Purchaser)

#### West Coast Elevator

(Hereinafter called us or the company)

Through our office located at

17837 1<sup>st</sup> Avenue South # 206

Normandy Park, WA 98148

Telephone: (206) 878-9378

Fax: (206) 878-1202

Agrees to service the elevator equipment described herein on the following terms and conditions.

In Purchaser's building located at: Old Rainier Brewery Complex  
3200 Airport Way South  
Seattle, WA 98134

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#### EQUIPMENT DESCRIPTION

Type	Quantity	Manufacturer	Elev ID	Landings/Openings
(21) Hydraulic Passenger	1	MCE	8747	6/12
(25) Traction Passenger	1	EC/Otis		7/7

**TERMS:**

The service shall start on 04/01/2016 and shall continue thereafter until terminated. Either party may terminate this agreement by giving the other party ninety (90) days prior written notice.

**CONTRACT PRICE:**

You agree to pay for our services as herein stated, a contract price of: One Hundred and Fifty Dollars 00/100's (\$150.00) plus Washington State Sales Tax, payable in advance, upon receipt of the invoice.

**PRICE ADJUSTMENTS:**

The contract price shall be adjusted as soon as practicable after an increase or decrease in labor costs occurs. The contract price shall be increased or decreased by the percentage of the increase or decrease in the straight time hourly labor cost. The labor cost in effect on the date of this proposal was \$64.41 per hour which includes fringe costs of \$20.50. You shall pay, in addition to the price any tax imposed upon us, our suppliers or you by any existing or future law, statute, court decision, rule or regulation which is based upon, or incident to the transfer, use, ownership, or possession of the materials or equipment involved in the performance hereof or the service rendered here under. It is agreed that we do not assume possession or control of any part of the equipment, but such remains yours exclusively as the owner (or leasee) thereof.

**SERVICE:**

Our service will consist of a minimum of one inspection every quarter, including oiling and external cleaning of the machine, motor, governor, tail sheave and interlocks. Included is all greasing or oiling of the bearings and guides. All supplies to perform this work including oils, grease, rope, preservatives and cleaning materials will be supplied as part of this contract. You shall furnish us access to the elevator during our normal working hours and provide necessary power and light to enable us to perform our services. You shall provide us access to your set of the elevator wiring diagrams. You agree to keep the elevator pit(s) free from water and give to the company written notice within twenty-four hours of any accident, alteration or change affecting the equipment. To discontinue immediately the equipment from service when it becomes unsafe or operates in a manner, which might cause injury to a user thereof; and to maintain surveillance of the equipment for such purposes.

**SERVICE EXCLUSIONS:**

We will service the elevator equipment as herein provided, using skilled elevator union personnel under our direct employment and supervision. They will employ all reasonable care to see that the elevator is serviced in proper and safe operating condition. If you request repairs, service or callbacks, you shall pay for such calls or repairs at our regular billing rate in addition to the contract price.

**SERVICE HOURS:**

All work is to be performed during the regular working hours as defined by the applicable collective bargaining agreements governing the employer or job site.

**DEFAULT:**

The company reserves the right at its option in the event of breach of this contract or the failure to pay any sum due hereunder within thirty (30) days from billing date to declare all sums due or to become due under this contract for the unexpired term of the contract immediately due and payable. We reserve the right to discontinue our service hereunder at anytime, without notice, until payments under this agreement have been made as herein provided. Your failure to pay the contract price when due shall constitute a material breach of this agreement, and at our option, this agreement may be immediately terminated, without notice. If legal action is necessary to enforce your performance hereunder, you agree to pay reasonable attorney's fees and court costs incurred by us in such action. In the case of dispute of the parties arising under this agreement which results in litigation, such litigation shall be commenced and venue shall be placed in King County, Washington

**LIABILITY:**

Nothing in this agreement shall be construed to mean that the company assumes any liability on account of

accidents to persons or property except those directly and solely due to negligent acts of the company or its employees, and the purchaser's responsibility for accidents to persons or properties riding on or being on or about the afore said equipment is in no way affected by this agreement. At anytime the company's serviceman is servicing the equipment, the company is asserting possession and control only over the specific component being serviced at any given moment, and possession and control of the remainder of the equipment shall remain with the purchaser. The company shall not be responsible for any situation that may occur that cannot be revealed by the ordinary inspection methods offered with this service.

The company shall not be held responsible or liable for any loss, damage, detention, or delay caused by accidents, strikes, lockouts, fire, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control. In no event shall the company be liable for consequential damages. No work, service or liability on the part of the company other than that specifically mentioned therein is intended.

**COMPANY APPROVAL REQUIRED:**

This agreement shall become a valid contract only when accepted by you and subsequently approved by our authorized representative. No agent or employee shall have authority to waive any portion of this agreement.

**COMPLETE AGREEMENT:**

This agreement, when accepted by you below and signed by us below, shall constitute the full agreement between us and there are no other representations or

agreements between the parties. This quotation, if not accepted, is subject to changes without notice sixty (60) days from the date of this proposal.

Accepted. \_\_\_\_\_

A Legal Name of Purchaser

Address \_\_\_\_\_

3317 3<sup>rd</sup> Ave S

By \_\_\_\_\_

Kenneth Bonham

Date Submitted \_\_\_\_\_

BY \_\_\_\_\_

Simon Mizrahi

Title \_\_\_\_\_

Owner

Date \_\_\_\_\_

3/10/2010

Phone # \_\_\_\_\_

206-447-0263

By \_\_\_\_\_

Ken Bonham

Kenneth Bonham

Title \_\_\_\_\_

President

Date \_\_\_\_\_

3/10/2010

Phone # \_\_\_\_\_

(206) 878-9378

Billing Address:

3317 3<sup>rd</sup> Ave S #200

Seattle, WA

98134